



American Association of School Administrators

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APR 17 1997

FCC MAIL ROOM

Memorandum

To: William Caton

Fr: Kari M. Arfstrom, 703-875-0759

**Re: Filings submitted to the FCC
Docket 96-45**

Enclosed you will find items I wish to be filed on behalf of AASA for the Telecommunications Law.

- 1) – two copies of a letter sent to the four members of the FCC Commission (Chong, Ness, Hundt and Quello) re: rural support for the proposed rules for the Snowe, Rockefeller, Exon Kerrey Amendment.
- 2) – two copies of three education service agencies procedural bidding process agreements at the request of Jamie Ruben and Mark Nadal.

Thank you.

No. of Copies rec'd
List ABCDE

Affordable Telecommunications for Rural American's Coalition
1801 N. Moore St. Arlington, VA 22209 703-875-0759

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APR 17 1997

April 11, 1997

The Honorable James Quello
Federal Communications Commission
1919 M St. NW, Room 802
Washington, Dc 20554

FCC MAIL ROOM

RR: CC Docket No. 96-45

Dear Commissioner Quello:

On behalf of the millions of rural consumers, farmers and ranchers, educators and students who live and work in small towns and communities across America, we respectfully ask you to support the Federal-State Joint Board decision with regard to the affordable access provisions for rural school districts and libraries.

Senators Snowe, Rockefeller, Exon and Kerrey had the foresight to include a technology connectivity provision for rural communities in the Telecommunications Law of 1996. When legislation is passed by Congress in Washington, rural areas are often disregarded when formulas or placements are considered. These Senators were respectful of their rural constituents and included a provision that will help to bring rural America online with our counterparts in suburban and urban areas.

The benefits of this law are substantial. We appreciate that it maintains local control in the selection of technology and telecommunication services; provides deep discounts to school districts, libraries and consortia that are disadvantaged and/or located in remote areas; guarantees the flexibility necessary to create a service mix that addresses local needs; and provides access to the Information Highway for learners of all ages.

The FCC Joint Board issued strong and positive recommendations last fall on how the provision should be implemented. Elements in the plan include: discounts ranging from 20% to 90% based on a school district's eligibility for the national free and reduced lunch count; discounts on all available and forthcoming telecommunications services; discounts for the internal connections and networking necessary for connecting classrooms; and a fund of \$2.25 billion a year to reimburse telecommunications companies for the discounted services they provide.

Flexibility is necessary in rural America. A one-size-fits-all approach will not work. Rural communities must have choices when deciding which technology needs and services best fit their building structure, terrain and educational needs. The federal and state governments should not dictate what a local community purchases. All options for connected learning must remain a local decision.

Again, we emphatically state our support for rural access to technology for learners of all ages. The undersigned associations and organizations support the FCC Federal-State Joint Board recommendations for the Telecommunications Law that offers significant discounts to rural and underserved areas of America.

Sincerely,

**American Association of Education Service Agencies
Four State Rural Education Consortium (Arkansas, Louisiana, Oklahoma, Texas)
Michigan Rural Education Association
National Association of Counties
National Grange
National Rural Education Association
Organizations Concerned About Rural Education
Pennsylvania Association of Rural and Small Schools
Rural Schools Education Fund (Maryland)
Small School Districts' Association (California)**

cc: FCC Commissioners

April 17, 1997

Honorable Trent Lott
Senate Majority Leader
487 Russell Senate Office Building
Washington, DC 20510

Dear Senator Lott:

On behalf of the various organizations signed onto this letter, we request that an equitable share provision be included in the Individuals with Disabilities Education Reauthorization Act of 1997.

The proportion of special education funding borne by states must remain constant relative to local school district costs. That is, if local costs decline without affecting the quality of education services then the state share of the funding may decline, and if local costs increase then the state's share must increase in exactly the same proportion. A local/state equitable share provision must be included in the IDEA to ensure that neither states' general fund, nor local school districts bear an inequitable share of total special education costs. It is essential that the cost burdens erroneously placed on local school districts be relieved through equitable funding streams by local, state and federal governments. Maintaining state funding levels is imperative in the reauthorization process this session.

As the recent GAO study on disparities in school spending reports, enormous disparities exists in the ability of local school districts to deliver quality education. In fact, school finance formulas in 33 states have been challenged in court over the last 15 years. IDEA requires the same high standards of service, regardless of the ability of local schools to pay. Most distressing is the fact that only local school districts are required to pay for services and educational costs. IDEA financing makes both state and federal funding discretionary, but local spending is mandatory. This forces special education funding onto the smallest tax base -- local property taxes. This is not consistent with the notion of states responsibility for education. The current failed financing mechanism for IDEA is particularly unfair to low-wealth school districts where inequitable financing forces hard program choices that harm students with disabilities and non-disabled students alike by reducing program options and services.

This equitable share provision is especially important because Congress saw fit to provide new funds for IDEA in FY97 and intends to reach the promised federal spending level of 40 percent within 7 years. These new federal funds must not displace state spending for special education.

The undersigned associations are grateful for your assistance on this important issue.

American Association of Education Service Agencies
American Association of School Administrators
Council of the Great City Schools
National Association of Secondary School Principals
National Education Association
National Rural Education Association
National School Boards Association

KNUTSON, FLYNN, HETLAND, DEANS & OLSEN

JAMES H. KNUTSON
JOSEPH E. FLYNN
L. W. HETLAND
(1934-1992)
THOMAS S. DEANS
PATRICK J. FLYNN
GLORIA BLAINE OLSEN
STEPHEN M. KNUTSON
MICHAEL J. FLYNN

PROFESSIONAL ASSOCIATION

SUITE 1900, MINNESOTA WORLD TRADE CENTER
30 EAST SEVENTH STREET
ST. PAUL, MINNESOTA 55101

TELEPHONE: (612) 222-2811

FAX: (612) 225-0600

MARIE C. SKINNER
MAGGIE R. WALLNER
SUSAN E. TORGERSON
JOHN J. O'DONNELL
DIANE M. CORNELL
ELIZABETH B. DAVIES
ANNE F. KRISNIK
GREGORY S. MADSEN
CHARLES E. LONG

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APR 17 1997
TYPICALS IN BIDDING AND AWARDING
OF SCHOOL DISTRICT CONTRACTS
FCC MAIL ROOM

By

STEPHEN M. KNUTSON

I. INTRODUCTION

A. Competitive Bidding Requirements

1. Minn. Stat. § 123.37, Subd. 1

- a. Provides that "[n]o contract for work or labor, or for the purchase of furniture, fixtures, or other property, except books registered under the copyright laws, or for the construction or repair of school houses, the estimated cost or value of which shall exceed that specified in section 471.345, subdivision 3, shall be made by the school board without first advertising for bids or proposals by two weeks' published notice in the official newspaper."

2. Minn. Stat. § 471.345, more commonly known as the "Uniform Municipal Contracting Law," sets forth the specific procedures that must be utilized by a school district in entering into contracts. What procedure must be utilized is dependent on the estimated cost of the contract.

a. Contracts With An Estimated Cost of Less Than \$10,000.00.

- (1) Either upon quotation or in the open market, at the discretion of the school board.

- (a) If the contract is made upon quotation it must be based, so far as practicable, on at least two quotations, which must be kept on file for a period of at least one year after their receipt.

b. Contracts With An Estimated Cost From \$10,000.00 to \$25,000.00.

trans fax transmittal memo 7671		# of pages • 4	
To	From	Co.	Phone #
Knutson	Annette		
Dept.			Fax #
			218-739-2459

2. Perishable Food Items Except Milk For School Lunches And Vocational Training Programs.

- a. Any such contract, regardless of the amount, may be made by direct negotiation, by obtaining two or more written quotations for the purchase or sale, when possible, without advertising for bids or otherwise complying with the requirements of the public contracting statutes.

(1) All quotations must be kept on file for one year.

3. Petroleum Products.

- a. A contract for the purchase of petroleum heating fuel or fuel for vehicles may be made by direct negotiation, quotation or sealed bids in the same manner as transportation contracts.

4. Group Insurance Contracts.

- a. The required procedure is dependent on the number of employees to be covered:

(1) Fewer than 25—on the open market.

(2) 25 or more—by requesting proposals from carriers.

C. Types of Contracts Which Require Neither bids Nor Quotations.

1. Employees

- a. Contracts for personal services of employees are governed by Minn. Stat. § 123.35, Subd. 5 and 6, and Minn. Stat. § 125.12.

2. Contracts for Professional Services of Independent Contractors or Consultants.

- a. i.e. lawyer, bond consultant, architect, or other services requiring technical or scientific training. See Krohnberg v. Pass., 187 Minn. 73, 244 N.W. 329 (1932):

3. Books Registered Under The Copyright Laws.

4. Contracts for the Lease, Rental, Purchase, Sale, or Exchange of School Rooms, School Buildings, Or School Real Estate.

5. Contracts With Other Governmental Agencies or Units.

6. Contracts for Purchases Made from Student Activities Fund.

- a. However, the fund must not be under the supervision and control of the school board.

7. Contracts for Property and Liability Insurance and Insurance Other Than Group Insurance.

8. Qualified Guaranteed Energy Savings Contracts.

D. **Contracts For Which Exceptions May Be Made, Despite Bidding Requirements.**

1. Contracts With A Single Source of Supply.

- a. Only expressly applies to Departments of State Government.

2. "Emergency" Contracts.

- a. According to Minn. Stat. § 123.37, Subd. 1, "in the case of the destruction of buildings or injury thereto, where the public interest would suffer by delay, contracts for repairs may be made without advertising for bids."

(1) "Repair" vs. "Rebuilding".

- (a) If the work substantially changes the building or enlarges it, or greatly enhances its value it is rebuilding, which is not repair.

II. THE DEVELOPMENT OF SPECIFICATIONS

A. **Specifications Must Be Sufficiently Definite and Precise.**

1. **Effect of imprecise specifications.**

- a. Courts consider whether bidders' opportunity to submit proposals has been prejudiced.
- b. Potential request for additional compensation, (i.e. contractor is required to perform work which the contractor claims is not within the scope of the work).

- (1) **Standard Applied:** Whether sufficient information was provided to the bidder which, if utilized by the bidder,

- n. need for bid bond or bid security.
- o. special conditions related to particular purchase.

IX. ADMINISTERING THE BIDDING PROCEDURE:

A. Publishing Requirements.

1. For transportation contracts and contracts for the purchase of petroleum heating fuel or vehicle fuel: "At least 30 days before awarding a directly negotiated contract, the school district shall, by published notice, request quotations for the service to be provided." M.S. 123.37, subd. 1b.

2. For requests for proposals for group insurance coverage, "public notice of the request for proposals must be provided in a newspaper or trade journal at least 21 days before the final date for submitting proposals." M.S. 471.6161.

3. ~~For other contracts which must be bid the school board must "first advertis[e] for bids or proposals by two weeks" [that is, once a week for two weeks with last publication at least one week before time of opening] published notice in the official newspaper; such notice shall state the time and place of receiving bids and contain a brief description of the subject matter. Such additional publication in the official newspaper or elsewhere may be made as the board shall deem necessary. . .~~

4. Published notice is defined in M.S. 645.11:

"The words 'published notice' . . . mean publication in full of the notice, . . . in the regular issue of a qualified newspaper once, each week for the number of weeks specified . . ."

5. A newspaper published on Sunday is not a legal newspaper for publication of legal notices. Op. Atty. Gen. 705-A-8, February 11, 1954.

6. The skipping of one week voids the legality of the publication, even if the publication is for the required number of weeks. Op. Atty. Gen. 277-A-11, April 5, 1948.

7. Publication is not required to be, but should be at uniform intervals (e.g., each Wednesday) but if a holiday intervenes, or if weekly publication dates are changed by the newspaper, the legality is not effected. Op. Atty. Gen. 277-A-11, April 5, 1948.

8. Published notice was defective where it fixed time of opening of bids at less than one week from date of last publication. Op. Atty. Gen. 125-A-17, May 7, 1937.

B. Required and Suggested Contents of the Notice.

1. The statute requires that the notice contain:

a. ~~The time and place of receiving bids.~~

b. ~~A brief description of the subject matter.~~

c. ~~The 1974 amendments to the statutes suggest that "conformity with the specifications, terms of delivery, and other conditions [shall be] imposed in the call for bids." See VIII, F, 2, above.~~

2. Districts are advised to also include at a minimum:

a. The time and place of opening of bids.

b. Information as to the availability of specifications, if necessary.

c. ~~A statement reserving the right of the school board to reject all bids. This is informational in nature, as board may reject all bids even if reservation is not expressly made. McQuillin, Municipal Corporations Section 29.77.~~

d. A statement adopting the terms and conditions of the specifications by reference.

C. Effect of Failure to Advertise.

1. "Every contract made without compliance with the provisions of . . . section [123.37] shall be void." Op. Atty. Gen., 707-A-12, June 24, 1953.

PHY ED EQUIPMENT & SUPPLIES AGREEMENT WITH GOPHER SPORT

INTRODUCTION

The Northwest, Southwest/West Central and Lakes Country Service Cooperatives are regional educational agencies that cover a geographic area of 36 counties with 200 member school districts in Minnesota. We also provide services to cities, counties and other agencies. The offices of the Northwest, Southwest/West Central and Lakes Country Service Cooperatives are located in Thief River Falls, Marshall/Montevideo and Fergus Falls, MN.

The purpose of this Agreement is to make the Service Cooperatives more competitive in the Phy Ed equipment and supplies area by providing competitive pricing, next day delivery, a wider variety of products and individual packaging by building or department. Members may purchase from this agreement year round, thus eliminating spurts of ordering and the inconvenience of receiving large quantities of supplies that need to be checked in and put away.

PRICING TO MEMBER SCHOOLS

Members will be able to purchase items in the Gopher catalog at 20% off catalog price on all items in the catalog (excluding clothing - full catalog price is charged).

PRICE CHANGES

Price increases will be subject to publication of a new catalog.

AGREEMENT PERIOD

The period of this agreement is from July 01, 1996 to June 30, 1999.

REPORTS

Gopher Sport shall submit to each Service Cooperative the following reports:

1. Monthly summary sales volume report - by member, indicating gross sales volume.
2. Monthly sales report detailing items ordered by each member.
3. Copies of invoices upon request.
4. Year-to-date report of sales.

AUDITS

Gopher Sport agrees that the aforementioned Cooperatives may audit their records to establish that total compliance of this Agreement is met. Gopher Sport agrees to provide verifiable documentation tracking goods from manufacturer to member.

MINIMUM ORDER

There is no minimum order. Freight is prepaid (FOB Destination).

ADMINISTRATIVE MAINTENANCE FEE (ADM)

Gopher Sport agrees to pay each Service Cooperative a 4% ADM on the net dollar volume of sales to members. Net dollar volume is defined as the sales volume after the discount is given to Service Cooperative members.

The ADM is payable to each Service Cooperative for each three month period by June 30, September 30, December 30, and March 31.

BIDDING

In the rare case that a member sends a bid to the Gopher Sport for special large quantities of products, Gopher Sport will bid all items at the 20% off list as per the Service Cooperative program.

INVOICING

Gopher Sport agrees to bill and ship directly to each member. Payment terms are net 30 days.

DELIVERY

Gopher Sport agrees to ship 98% of product within 24-48 hours of receiving order from a member. Any items back ordered because of manufacturing difficulties must be noted, and the member must be notified of the delivery date.

PACKAGING

Packaging must be by purchase order, as specified by the member. One copy of the packing slip must be attached to the package, showing purchase order number and the person who ordered it.

CATALOGS

Gopher Sport agrees to furnish as many catalogs as required by the Service Cooperatives for their members at no charge. Gopher Sport further agrees to print a customized cover for these catalogs at no charge. Catalogs will be distributed to members by the Service Cooperatives.

SALES REPRESENTATION/MARKETING

Gopher Sport agrees to provide sales people to visit members on a periodic basis, along with providing support from their tele-marketing staff. Gopher Sport customer service representatives are Vicki, Toni, Julie, Terri and Darloe.

The Service Cooperatives agree to assist Gopher Sport in their marketing effort as mutually agreed upon by the Service Cooperatives and Gopher Sport. Gopher Sport also agrees to sponsor periodic productivity seminars for members at no charge, in addition to introducing new products periodically to members. Gopher Sport agrees to provide samples as needed by each Service Cooperative to assist the Service Cooperatives in their marketing efforts.

DEFECTS

Gopher Sport shall accept for full credit and pay for return shipping charges on any item received by a member that is found to be deficient in quality or defective in packaging so as to render the item unsuitable for its intended purpose, or if Gopher Sport has substituted items other than were ordered without the knowledge of the member school. Merchandise so designated shall be replaced at the full expense of Gopher Sport, including shipping, within seven (7) calendar days.

RENEWAL

The period of this Agreement will be July 01, 1996 - June 30, 1999, with the option to renew at the end of the Agreement period. A one (1) year renewal by the aforementioned Service Cooperatives at the same or better terms, for two (2) successive years, based on a successful performance review and upon mutual agreement of both parties. Performance review criteria will be determined by the aforementioned Service Cooperatives in agreement with Gopher Sport.

CANCELLATION

The Service Cooperatives reserve the right to cancel this Agreement whenever Gopher Sport does not comply to the Service Cooperatives' satisfaction, with the conditions as stated in this Agreement. The Service Cooperatives reserve the right to cancel this Agreement if at any time during the term of this Agreement there are more than 5% outages of products delivered by the Gopher Sport to Service Cooperative members over a 30 day period (unless due to manufacture outages).

RESERVATIONS

The above supplies must comply with all the Title 29-Labor, part 1910 Occupational Safety and Health Standards, and with all the requirements of Minnesota State regulations, rules and regulations of the Department of Labor and Industry, Occupational and Health Rules.

The Gopher Sport certifies that no chlorofluorocarbon (CFC) - processed products will be used in packaging, as defined in MN Statute Section 116.70-74.

RELATIONSHIP AND LIABILITY

Each party is an independent entity under the terms of this Agreement. Neither party, by virtue of this Agreement, will have any right, power or authority to act or create any obligation, expressed or implied, on behalf of the other party. Except as otherwise provided, or as may hereafter be established by a written agreement executed by authorized representatives of the parties, all operational expenses incurred by either party will be borne by that party incurring the expense.

Each party agrees to hold the other harmless from any and all claims and demands of Service Cooperative members which may result from the negligence of the other in connection with their duties and responsibilities under this Agreement unless such action is a result of intentional wrongdoing of the other party.

IN WITNESS WHEREOF, this Agreement is effective this _____

Authorized Agent Signature

Agent's Name (Typed)

Gopher Sport
2929 West Park Drive
Owatonna, MN 55060-4912

Kari

policy

**THE SCHOOL BOARD of the
KENT INTERMEDIATE SCHOOL DISTRICT****FINANCES
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APR 17 1997

PURCHASING**FCC MAIL ROOM**

It is the policy of the School Board that the Superintendent obtain at least two (2) price quotations on purchases of more than \$1,250 for a single item, except in cases of emergency or when the materials purchased are of such a nature that price negotiations would not result in a savings to the District. The Superintendent shall obtain competitive bids when the purchase of and contract for single items of supplies, materials, or equipment amounts to more than the current base established by Public Act 159 of 1990.

Bids shall be sealed and shall be opened by the Superintendent or designee in the presence of at least one (1) witness. All orders or contracts should be awarded to the lowest qualified bidder, however, consideration can be given to:

- A. the quality of the item(s) to be supplied;
- B. its conformity with specifications;
- C. suitability to the requirements of the District;
- D. delivery terms;
- E. past performance of the vendor.

Contracts can be awarded by the Superintendent without Board approval for any single item or group of identical items costing less than the current base established by Public Act 159 of 1990. All other contracts require Board approval prior to purchase. Exceptions may be granted with the approval of a minimum of three (3) Board members. The Board shall be informed of the terms and conditions of all competitive bids and of the contracts awarded as a consequence of such bids.

Exceptions to the foregoing requirements may be permitted in order to standardize items which will result in a lower long term cost to the District, or if there is only one supplier of a particular item. Such exceptions shall be presented to the Board for approval.

The Superintendent is authorized to make emergency purchases, without prior approval, of those goods and/or services needed to keep the buildings in operation.

policy

**THE SCHOOL BOARD of the
KENT INTERMEDIATE SCHOOL DISTRICT****FINANCES
6320/page 2 of 2**

In the interests of economy, fairness, and efficiency in its business dealings, the Board requires that:

- A. items commonly used in the various buildings or units thereof, be standardized whenever consistency with educational goals can be maintained;
- B. opportunity be provided to as many responsible suppliers as possible to do business with the School District and to this end, the Superintendent shall develop and maintain lists of potential suppliers for various types of supplies, equipment, and services;
- C. a prompt and courteous reception, insofar as conditions permit, be given to all who call on legitimate business matters;
- D. where the requisitioner has recommended a supplier, the Superintendent may make alternate suggestions to the requisitioner if, in his/her judgment, better service, delivery, economy, or utility can be achieved by changing the proposed order.
- E. no purchase of supplies shall be allowed without a properly signed purchase order. Employees shall be held personally responsible for anything purchased without a properly signed purchase order.

The Board may acquire office equipment as defined in law by lease, by installment payments, by entering into lease-purchase agreements, or by lease with an option to purchase, provided the contract setting forth the terms of such a purchase shall not extend for a period of more than five (5) years.

Such purchases shall be brought to the Board's attention at the next regular meeting.

M.C.L.A. 380.1267, 380.1274 et seq.

Revised 4/94
Revised 12/11/95

guidelines

**OFFICE OF THE SUPERINTENDENT
KENT INTERMEDIATE SCHOOL DISTRICT**

**FINANCES
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COMPETITIVE BIDS

To ensure compliance with Board policy and State laws, the following procedures will be followed:

A. Preparation

1. The Director of Fiscal Services shall have the responsibility for preparing bid documents and advertising for solicitation of bids.
2. In general, three (3) or more bids shall be solicited unless noted otherwise in specific procedures and/or fewer companies supply the equipment, materials and/or services, and/or fewer choose to bid.
3. The technical specifications for the purchase of special equipment, materials and/or services shall be prepared by the person or department requesting the purchase and submitted to the Director of Fiscal Services. Specifications must be complete and accurate to ensure that goods received conform to standards desired.
4. All bids must be publicly advertised.
5. The advertisement for bids will generally be placed in the Grand Rapids Press for three (3) day(s). Advertisements for bids should also be placed in other appropriate publications when bidding construction projects and specialized equipment. For bonds or other borrowings, State laws relating to publication shall govern public advertisements.
6. Bid security is required for all bids \$15,000.00 or over.

B. Bid Opening

1. Depending on the dollar amount of the bids, bids may be opened publicly at a specified time and place.

guidelines

**OFFICE OF THE SUPERINTENDENT
KENT INTERMEDIATE SCHOOL DISTRICT**

**FINANCES
6320C1/page 2 of 2**

2. Generally, bids shall be opened and read at the times determined by the Director of Financial Services. Bid openings shall be attended by at least two (2) individuals who are District employees, one of whom should be either the Associate Superintendent for Administrative Services or the Director of Fiscal Services.
3. The Director of Fiscal Services, along with the person directly involved in the purchase, shall evaluate the bids and recommend purchases, unless otherwise determined by the Associate Superintendent for Administrative Services and/or the Board and/or prohibited by law.

C. Bid Awards

All bids shall be awarded by the Board.

D. Cooperative Bids

Participation in cooperative purchasing/bidding arrangements with other schools, governmental units is permitted providing they satisfy the District's bidding requirements.

Revised 11/95

guidelines

**OFFICE OF THE SUPERINTENDENT
KENT INTERMEDIATE SCHOOL DISTRICT**

**FINANCES
6320C2/page 1 of 2**

INSTRUCTIONS TO BIDDERS

These instructions shall form a part of all bid specifications.

- A. The naming of a given manufacturer and model number is not intended to limit bidding but to establish the level of quality desired for the various items required. Bidders should exercise care in bidding equivalent items. Complete descriptive literature must accompany equivalent bids. Samples will be requested if necessary.
- B. Bid price shall include delivery to the point of use. Where it shall be deemed necessary by school officials, the successful bidder shall be prepared to provide instruction in use and care of equipment delivered in both written form and on a demonstration basis.
- C. Optional accessories necessary for the basic use of equipment shall be included in the base bid. Such accessories not necessary for the basic use but deemed desirable shall be included as an alternative bid with a complete description.
- D. Each group of items or individual item, if classified in this way, shall constitute a separate bid. The School Board, however, may accept a combined bid for all items bid by one (1) bidder.
- E. Delivery date is a part of the bid and must be submitted on the bid form at the time of bidding.
- F. Bidders are required to use the bid form attached for base bids. Alternate bids may be attached to the bid form.
- G. All bids shall be exclusive of applicable excise taxes. Exemption forms will be executed when necessary.
- H. All bids shall be submitted in sealed envelopes clearly marked with the words "Bid Opening", the date and time of bid opening and the equipment bid.
- I. In the event of discrepancies between the unit price and extension, the unit price shall prevail.

guidelines

**OFFICE OF THE SUPERINTENDENT
KENT INTERMEDIATE SCHOOL DISTRICT**

**FINANCES
6320C2/page 2 of 2**

- J. Manufacturer's written guarantees shall accompany each bid. Bidders may state in writing, additional guarantees which will become a part of the bid and considered in making awards.
- K. Where applicable, service facilities and convenience of service will be considered as part of the bid. When necessary, bidders shall submit evidence of ability to install adequately, service or supply the required items, and that the sale or provision of such items or services is a substantial, regular and continuous part of the bidder's business.
- L. Where applicable, bidders shall certify that all Federal, State, and local laws have been complied with in the manufacture or processing, packaging, delivery and sale of goods and services rendered to the School District.
- M. Bid bonds or other security, performance bonds and necessary insurance certificates shall be supplied only when specifically requested.
- N. No order awarded under these specifications, or any part thereof, shall be sublet or assigned without the written opinion, appropriate and adequate for the intended purpose.
- O. The bidder acknowledges that by submitting a bid, the specifications and other instructions are in the bidder's opinion, appropriate and adequate for the intended purpose.

The Board reserves the right to:

- A. reject any or all bids without assigning any reason therefore;
- B. be the sole judge of equivalency;
- C. waive any bid requirement in accepting or rejecting bids.



ALLEGHENY INTERMEDIATE UNIT
A REGIONAL EDUCATION SERVICE AGENCY

RECEIVED

FAX COVER SHEET

FAX NUMBER: (412) 394-5783

APR 17 1997

TO:

NAME

ECCE MAIL ROOM
AASA

SCHOOL/ORGANIZATION/DEPT

703 - 807 - 1849

FAX NUMBER

FROM:

NAME

Don Wahl
Operation

PROGRAM/DEPARTMENT

412 - 394 - 5786

TELEPHONE NUMBER

NUMBER OF PAGES (INCLUDING THIS PAGE)

16

***** ADDITIONAL COMMENTS OR INSTRUCTIONS *****

Attached is the info that you requested.
I included information from Central
Susquehanna IU - they operate a statewide
print publishing program for computer hardware
Also, Allegheny County has a "Peggy back"
program locally for municipalities
and school districts - (not used very often)

PLEASE CALL (412) 394-5782 IMMEDIATELY
IF YOU HAVE ANY PROBLEMS WITH THIS TRANSMISSION.

MEMBER AGREEMENT

THE BACKGROUND OF THIS AGREEMENT IS AS FOLLOWS:

I. The Pennsylvania Education Joint Purchasing Council (referred to throughout this Agreement as the "Council") is an unincorporated association with its principal place of business on 90 Lawton Lane in the Borough of Milton, Northumberland County, Pennsylvania having as its mailing address P.O. Box 213, Lewisburg, Pennsylvania 17837.

II. _____ (referred to throughout this Agreement as "Member") is either:

- A Pennsylvania public school district;
- A Pennsylvania vocational-technical school;
- A Pennsylvania intermediate unit;
- A "municipality," as that term is defined by the Pennsylvania Cooperation in Governmental Functions Act, Act of 1972, P.L. 762, No. 180, as amended, 53 P.S. §§481 et seq.;
- A college, university, or non-public school; or
- An entity incorporated under the Pennsylvania Nonprofit Corporation Law of 1988, 15 Pa. C.S.A. §§5101-6145 (or the analogous predecessor statute), with its principal place of business at _____

III. The Council conducts various joint purchasing and cooperative contracting projects on behalf of its Members.

IV. The entity identified in paragraph II above desires to become a Member of the Council or continue its membership by executing this Agreement.

NOW, THEREFORE, THE COUNCIL AND MEMBER, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED IN THIS AGREEMENT AND INTENDING TO BE LEGALLY BOUND, AGREE THAT:

1. **Effective Date.** The effective date of this Agreement shall be _____.
2. **Term.** This Agreement shall remain in effect and shall automatically renew on July 1 of the succeeding year for successive one-year periods on the same terms and conditions unless terminated in one of the following manners:
 - 2.1 The governing body of the Council terminates Member's membership for failure to pay dues or other fees owed pursuant to this Agreement or for any other breach of this Agreement
 - OR
 - 2.2 Two months prior to the end of the Council's fiscal year, Member notifies the Council in writing of its intention not to continue as a Member.
3. **By-Laws.** Member shall adhere to all By-Laws of the Council and to all actions taken by the governing body of the Council in compliance with those By-Laws.
 - 3.1 Failure to comply with the By-Laws as currently existing and as amended from time to time in accordance with their provisions shall constitute a ground for termination of this Agreement.
 - 3.2 Failure to comply with resolutions currently in existence or duly-adopted from time to time in accordance with the provisions of the By-Laws constitute a ground for termination of this Agreement.
4. **Rights, Privileges, and Obligations.** Upon execution of this Agreement by both parties, Member shall have all the rights, privileges, and obligations of a member of the Council as defined in the By-Laws as of the Effective Date and as subsequently amended.

5. ~~Fees.~~ Member shall pay the Treasurer of the Council such fees as are determined appropriate by the Council such fees as are determined appropriate by the Council and which have been levied in accordance with the By-Laws.

6. ~~Non-Exclusivity~~ Council shall have the right to execute similar agreements with as many other entities as qualify for membership.

[The remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties, intending to be legally bound, have caused their hands and seals to be affixed on the dates indicated.

**PENNSYLVANIA EDUCATION
JOINT PURCHASING COUNCIL:**

Secretary

Chairman

PRINT NAME HERE:

PRINT NAME HERE:

Date: _____ **Date:** _____

* * * * *

Member: _____

Witness

Signature

PRINT NAME HERE:

PRINT NAME HERE:

Date: _____ **Date:** _____

Pennsylvania Education Joint Purchasing Council**BY-LAWS**

1. **Name.** The name of this organization is the Pennsylvania Education Joint Purchasing Council.
2. **Type of Entity.** The Council shall be an unincorporated association of those qualifying entities, who have indicated their intention to join by executing an agreement with the Council.
3. **Purpose.** The Council is organized to engage in the joint purchasing of materials, supplies, equipment, and services, in accordance with the applicable provisions of Section 521 of the School Code, Act of March 10, 1949, P.L. 30 Article V, Section 521, 24 P.S. of Section 5-521 and the Pennsylvania Cooperation in Governmental Function Act, Act of 1972, P.L. 762, No. 180, as amended, 53 P.S. §§481 et seq., whenever it appears that such joint purchasing will be to the advantage of its members.
4. **Membership: Voting.** Voting membership shall be extended to the following entities:
 - 4.1 Pennsylvania public school districts;
 - 4.2 Pennsylvania vocational-technical schools;
 - 4.3 Pennsylvania intermediate units;
 - 4.4 "Municipalities", as that term is defined by the Pennsylvania Cooperation in Governmental Function Act, Act of 1972, P.L. 762, No. 180, as amended, 53 P.S. §§481 et seq..

5. Membership: Non-Voting. Non-voting membership shall be extended to:

5.1 Colleges and universities;

5.2 Non-public schools; and

5.3 Any entity incorporated under the Pennsylvania Nonprofit Corporation Law of 1988, 15 Pa.C.S.A. §§5101-6145 (or the analogous predecessor statute).

6. Board of Directors. The Board of Directors of the Council shall consist of one representative designated by each voting member.

6.1 Each voting member shall designate up to two (2) alternate Directors, either of whom, at any given time may act in the absence of the appointed representative.

7. Officers. The officers of the Association shall be:

7.1 Chairman: who shall conduct meetings of the Board and who shall vote only in the event of a tie.

7.2 Vice Chairman: who shall serve in the absence of the Chairman.

7.3 Secretary: who shall maintain minutes of the meeting of the Board and who shall be responsible for correspondence of the Board (which duty may be delegated to a third party by action of the Board).

7.4 Treasurer: who shall be responsible for the receipt and disbursement of payments by members of the Council (which duty may be delegated to a third party by action of the Board).

8. Duties of Board of Directors. The Board of Directors shall meet periodically as agreed upon by its members, for the purpose of preparing specifications for the various types of materials, supplies, equipment and services which may be jointly purchased, and to conduct any other business of the Council.

8.1 The Board shall supply each member with a list of those items upon which joint specifications have been prepared, and shall add to or subtract from it, if the Board takes such action.

8.2 Prior to issuance of specifications for competitive bidding, all plans and specifications prepared for joint purchase:

8.2.1 Shall have the agreement of at least a majority of the Board members present and voting at an appropriate meeting; or

8.2.2 Shall have the agreement of at least a majority of the Board members voting by mail/fax ballot; or

8.2.3 Shall have been previously approved by policy action of the Council.

9. Quorum. No action of the Board shall be valid unless at least one-fourth (1/4) of its voting members are present. Unless otherwise specified in these By-Laws or by law, the majority vote of those voting members present and voting for an action shall constitute a legal action of the Board.

10. Legal Authority. Except as set forth below, the Board shall have no authority to enter into contracts which are legally binding against the Council and, in no event, shall have the authority to enter into any contract binding on its members. The Board's authority shall be limited to actions expressly authorized by these By-Laws, such as the Council members to identify supplies and services for joint purchase, to bid documents, to review bids received, to determine the lowest responsible bidders meeting specifications, and to award the bid to those designated firms, except that :

10.1 The Board shall have the authority to authorize the execution of agreements with qualifying entities for membership in the Council.